| Form PTO-1594 (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/:  To the Director of the U.S. Pater  1034218  | HEET LY   |
|--|---|
| 1. Name of conveying party(ies): PlayCore Wisconsin, Inc.  □ Individual(s) □ General Partnership □ Limited Partnership □ Corporation- State: Wisconsin □ Other □ Citizenship (see guidelines) Additional names of conveying parties attached? □ Yes ▼ No.  3. Nature of conveyance )/Execution Date(s): Execution Date(s) 25 June 2007 □ Assignment □ Merger □ Security Agreement □ Change of Name □ Correction of cover sheet for reel 3521, frame 0879; names of Other conveying parties and receiving parties were reversed in error. | Additional names, addresses, or citizenship attached?  No  Name: PlayCore IP Sub, Inc  Internal  Address:  Street Address: 430 Chestnut Street, Suite 300  City: Chattanooga  State: TN  Country: USA  Zip: 37402         |
| Application number(s) or registration number(s) an     A. Trademark Application No.(s)     see Schedule B      C. Identification or Description of Trademark(s) (and Filing  | B. Trademark Registration No.(s) see Schedule A  Additional sheet(s) attached?  Yes No  |
| 5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Jakub Maslikowski  Internal Address: Linklaters  Street Address: 1345 Avenue of the Americas  | 6. Total number of applications and registrations involved:  7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$\frac{1,190.00}{}\$  Authorized to be charged by credit card Authorized to be charged to deposit account  Figure 1. |
| City: New York   | 8. Payment Information: a Credit Card Last 4 Numbers  |

40.0M Mechell L. Garrett
1150 no lip
Name of Person Signing Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

State: NY

9. Signature:

06/29/2007 DBYRNE

01 FC:8521 02 FC:8522

Phone Number: (212) 830-9541

Fax Number: (212) 903-9100

00000064/76159961

Email Address: jakub.maslikowski@linklaters.com

Total number of pages including cover sheet, attachments, and document:

25 June 2007

Date

5

Expiration Date \_\_\_

b. Deposit Account Number

Authorized User Name

#### SCHEDULE A

### **UNITED STATES TRADEMARK REGISTRATIONS**

| Trademark                             | Country | Filing Date | Serial No. | Reg. Date  | Reg. No.  |
|---------------------------------------|---------|-------------|------------|------------|-----------|
| BUZZ THE BUMBLE BEE                   | US      | 11/6/2000   | 76/159,961 | 3/25/2003  | 2,701,027 |
| COSMIX                                | US      | 7/8/2004    | 78/447,697 | 11/29/2005 | 3,022,126 |
| CYBERSLIDE                            | US      | 9/17/2001   | 76/313,197 | 3/25/2003  | 2,701,284 |
| DISCOVERY MOUNTAIN                    | US      | 2/25/1998   | 75/440,200 | 12/8/1998  | 2,209,296 |
| DISCOVERY SERIES                      | US      | 8/30/2004   | 78/475,878 | 5/9/2006   | 3,089,532 |
| DURA MAX                              | US      | 6/23/1999   | 75/734,450 | 11/14/2000 | 2,403,690 |
| F5                                    | US      | 3/27/2003   | 78/230,838 | 5/3/2005   | 2,946,690 |
| GT H2O                                | US      | 9/10/2001   | 76/310,851 | 11/12/2002 | 2,648,995 |
| GTIMPAX                               | US      | 7/18/2001   | 76/287,304 | 6/17/2003  | 2,726,510 |
| GTSHADE & Design                      | US      | 7/30/2004   | 78/459,751 | 6/27/2006  | 3,110,303 |
| KIDMAGNETS                            | US      | 7/20/2001   | 76/288,416 | 2/4/2003   | 2,682,666 |
| KIDTIME                               | US      | 8/25/2004   | 78/473,019 | 11/22/2005 | 3,017,688 |
| LUNAR MOUNTAIN CLIMBER                | US      | 1/13/2000   | 75/896,072 | 1/2/2001   | 2,417,554 |
| MISCELLANEOUS DESIGN<br>(Orbits)      | US      | 7/9/2004    | 78/448,397 | 5/2/2006   | 3,088,623 |
| MISCELLANEOUS DESIGN (Playcore Logo)  | US      | 9/6/2001    | 76/310,419 | 6/25/2002  | 2,585,243 |
| MISCELLANEOUS DESIGN                  |         |             |            |            |           |
| (Powerscape Logo)                     | US      | 3/26/2002   | 76/387,774 | 2/24/2004  | 2,818,084 |
| MOVING PLAY FORWARD                   | US      | 3/28/2002   | 76/388,479 | 2/4/2003   | 2,683,267 |
| OVER-N-UNDER                          | US      | 7/13/2004   | 78/317,707 | 8/9/2005   | 2,984,060 |
| PLAYCORE                              | US      | 8/28/2001   | 76/306,214 | 5/7/2002   | 2,567,406 |
| PLAYGROUND PETS                       | US      | 9/10/2001   | 76/311,611 | 11/19/2002 | 2,651,652 |
| PLAYWORX                              | US      | 4/30/2004   | 78/410,927 | 3/14/2006  | 3,069,259 |
| PLAYWORX (Stylized)                   | US      | 4/30/2004   | 78/411,053 | 3/14/2006  | 3,069,260 |
| POWERLOCK                             | US      | 3/27/2002   | 76/387,343 | 1/27/2004  | 2,809,167 |
| POWERSCAPE                            | US      | 3/26/2002   | 76/387,327 | 7/15/2003  | 2,738,770 |
| RAIN WHEEL                            | US      | 9/18/2001   | 76/313,941 | 11/4/2003  | 2,780,236 |
| SHUTTLE GLIDER                        | US      | 1/13/2000   | 75/896,062 | 9/25/2001  | 2,492,080 |
| SHUTTLE TOWER                         | US      | 1/13/2000   | 75/896,311 | 9/25/2001  | 2,492,084 |
| SWING-N-SLIDE                         | US      | 4/27/1992   | 74/269,926 | 7/6/1993   | 1,780,415 |
| SWING-N-SLIDE TUFF KIDS<br>COMMERCIAL |         |             |            |            |           |
| PLAYGROUNDS & Design                  | US      | 2/22/2000   | 75/924,114 | 10/30/2001 | 2,501,550 |
| THE LEADER IN PLAY                    | US      | 10/6/2003   | 78/309,652 | 3/8/2005   | 2,931,977 |
| THE POWER OF PLAY                     | US      | 8/29/2002   | 76/446,441 | 2/3/2004   | 2,811,516 |
| ITTAN                                 | US      | 11/6/2000   | 76/159,960 | 8/6/2002   | 2,605,670 |
| rotstuff & Design                     | US      | 5/14/2003   | 78/249,525 | 9/28/2004  | 2,890,407 |
| TUFF KIDS                             | US      | 1/27/2000   | 75/904,371 | 10/30/2001 | 2,501,514 |

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TRADEMARK REEL: 003521 FRAME: 0880

| Trademark           | Country | Filing Date | Serial No. | Reg. Date  | Reg. No.  |
|---------------------|---------|-------------|------------|------------|-----------|
| TUFF TOTS           | US      | 1/13/2000   | 75/896,314 | 7/24/2001  | 2,471,262 |
| TURBO TUBE SLIDE    | US      | 3/10/1993   | 74/366,650 | 7/18/1995  | 1,905,747 |
| TWIN SHUTTLE TOWERS | US      | 1/13/2000   | 75/896,008 | 9/25/2001  | 2,492,078 |
| WALLCANO            | US      | 8/29/2002   | 76/445,558 | 11/11/2003 | 2,783,025 |
| WILDERSLIDE         | US      | 10/17/2003  | 78/314,974 | 5/31/2005  | 2,958,538 |
| WILDSLIDE           | US      | 9/18/2001   | 76/313,648 | 6/10/2003  | 2,725,525 |

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#### SCHEDULE B

## UNITED STATES TRADEMARK APPLICATIONS

| Trademark                  | Country | Filing Date | Serial No. |
|----------------------------|---------|-------------|------------|
| BUILD AND PLAY IN ONE DAY! | US      | 10/20/2005  | 78/736,923 |
| GIZMO                      | US      | 10/19/2004  | 78/502,269 |
| GLIDEBOARD                 | US      | 11/1/2204   | 78/509,320 |
| GT XCELERATOR              | US      | 8/31/2005   | 78/704,673 |
| SKY RUNNER                 | US      | 11/13/2006  | 77/042,373 |
| XSCAPE                     | US      | 2/20/2006   | 78/819,059 |
| ZIP SLIDE                  | US      | 8/31/2005   | 78/704,194 |

#### SCHEDULE C

### FOREIGN TRADEMARK REGISTRATIONS

| Trademark     | Country | Fling Date | Serial No. | Reg. Date | Reg. No. |
|---------------|---------|------------|------------|-----------|----------|
| GAMETIME      | CTM     | 12/27/2000 | 2028425    | 10/7/2002 | 2026425  |
| SWING-N-SLIDE | Mexico  | 8/4/1994   | 207.505    | 5/21/1995 | 490,518  |

#### SCHEDULE D

### **FOREIGN TRADEMARK APPLICATIONS**

None.

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02 FC:8522

1158\_All stope of Person Signing

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-8140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1488, Alexandria, VA 22313-1450

Signature

C. Brooks Ferrett

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TRADEMARK
REEL: 003521 FRAME: 0879

Total number of pages including cover sheet, attachments, and document:

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#### SCHEDULE A

## UNITED STATES TRADEMARK REGISTRATIONS

| Trademark               | Country | Filing Date | Serial No.  | Reg. Date  | Reg. No.  |
|-------------------------|---------|-------------|-------------|------------|-----------|
| BUZZ THE BUMBLE BEE     | US      | 11/6/2000   | 76/159,961  | 3/25/2003  | 2,701,027 |
| COSMIX                  | US      | 7/8/2004    | 78/447,697  | 11/29/2005 | 3,022,126 |
| CYBERSLIDE              | US      | 9/17/2001   | 76/313,197  | 3/25/2003  | 2,701,284 |
| DISCOVERY MOUNTAIN      | US      | 2/25/1998   | 75/440,200  | 12/8/1998  | 2,209,296 |
| DISCOVERY SERIES        | US      | 8/30/2004   | 78/475,878  | 5/9/2006   | 3,089,532 |
| DURA MAX                | US      | 6/23/1999   | 75/734,450  | 11/14/2000 | 2,403,690 |
| F5                      | US      | 3/27/2003   | 78/230,838  | 5/3/2005   | 2,946,690 |
| GT <b>H2</b> O          | US      | 9/10/2001   | 76/310,851  | 11/12/2002 | 2,648,995 |
| GTIMPAX                 | US      | 7/18/2001   | 76/287,304  | 6/17/2003  | 2,726,510 |
| FTSHADE & Design        | US      | 7/30/2004   | 78/459,751  | 6/27/2006  | 3,110,303 |
| KIDMAGNETS              | US      | 7/20/2001   | 76/288,416  | 2/4/2003   | 2,682,666 |
| KIDTIME                 | US      | 8/25/2004   | 78/473,019  | 11/22/2005 | 3,017,688 |
| LUNAR MOUNTAIN CLIMBER  | US      | 1/13/2000   | 75/896,072  | 1/2/2001   | 2,417,554 |
| MISCELLANEOUS DESIGN    |         |             |             |            |           |
| (Orbits)                | US      | 7/9/2004    | 78/448,397  | 5/2/2006   | 3,088,623 |
| MISCELLANEOUS DESIGN    |         |             |             |            |           |
| Playcore Logo)          | US      | 9/6/2001    | 76/310,419  | 6/25/2002  | 2,585,243 |
| MISCELLANEOUS DESIGN    |         |             |             |            |           |
| Powerscape Logo)        | US      | 3/26/2002   | 76/387,774  | 2/24/2004  | 2,818,084 |
| MOVING PLAY FORWARD     | US      | 3/28/2002   | 76/388,479  | 2/4/2003   | 2,683,267 |
| OVER-N-UNDER            | US      | 7/13/2004   | 78/317,707  | 8/9/2005   | 2,984,060 |
| PLAYCORE                | US      | 8/28/2001   | 76/306,214  | 5/7/2002   | 2,567,406 |
| PLAYGROUND PETS         | US      | 9/10/2001   | 76/311,611  | 11/19/2002 | 2,651,652 |
| PLAYWORX                | US      | 4/30/2004   | 78/410,927  | 3/14/2006  | 3,069,259 |
| PLAYWORX (Stylized)     | US      | 4/30/2004   | 78/411,053  | 3/14/2006  | 3,069,260 |
| POWERLOCK               | US      | 3/27/2002   | 76/387,343  | 1/27/2004  | 2,809,167 |
| POWERSCAPE              | US      | 3/26/2002   | 76/387,327  | 7/15/2003  | 2,738,770 |
| RAIN WHEEL              | US      | 9/18/2001   | 76/313,941  | 11/4/2003  | 2,780,236 |
| SHUTTLE GLIDER          | US      | 1/13/2000   | 75/896,062  | 9/25/2001  | 2,492,080 |
| SHUTTLE TOWER           | US      | 1/13/2000   | 75/896,311  | 9/25/2001  | 2,492,084 |
| WING-N-SLIDE            | US      | 4/27/1992   | 74/269,926  | 7/6/1993   | 1,780,415 |
| SWING-N-SLIDE TUFF KIDS |         |             |             | ]          |           |
| COMMERCIAL              |         |             | E5/004 45 4 | 10/20/2001 | 2,501,550 |
| PLAYGROUNDS & Design    | US      | 2/22/2000   | 75/924,114  | 10/30/2001 | 2,931,977 |
| THE LEADER IN PLAY      | US      | 10/6/2003   | 78/309,652  | 3/8/2005   | 2,811,516 |
| THE POWER OF PLAY       | US      | 8/29/2002   | 76/446,441  | 2/3/2004   | 2,605,670 |
| ITTAN                   | US      | 11/6/2000   | 76/159,960  | 8/6/2002   | 2,890,407 |
| TOTSTUFF & Design       | US      | 5/14/2003   | 78/249,525  | 9/28/2004  | 2,501,514 |
| TUFF KIDS               | US      | 1/27/2000   | 75/904,371  | 10/30/2001 | ********  |

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| Trademark           | Country | Filing Date | Serial No. | Reg. Date  | Reg. No.  |
|---------------------|---------|-------------|------------|------------|-----------|
| TUFF TOTS           | US      | 1/13/2000   | 75/896,314 | 7/24/2001  | 2,471,262 |
| TURBO TUBE SLIDE    | US      | 3/10/1993   | 74/366,650 | 7/18/1995  | 1,905,747 |
| TWIN SHUTTLE TOWERS | US      | 1/13/2000   | 75/896,008 | 9/25/2001  | 2,492,078 |
| WALLCANO            | US      | 8/29/2002   | 76/445,558 | 11/11/2003 | 2,783,025 |
| WILDERSLIDE         | US      | 10/17/2003  | 78/314,974 | 5/31/2005  | 2,958,538 |
| WILDSLIDE           | US      | 9/18/2001   | 76/313,648 | 6/10/2003  | 2,725,525 |

#### SCHEDULE B

# UNITED STATES TRADEMARK APPLICATIONS

| Trademark                  | Country | Filing Date | Serial No. |
|----------------------------|---------|-------------|------------|
| BUILD AND PLAY IN ONE DAY! | US      | 10/20/2005  | 78/736,923 |
| GIZMO                      | US      | 10/19/2004  | 78/502,269 |
| GLIDEBOARD                 | US      | 11/1/2204   | 78/509,320 |
| GT XCELERATOR              | US      | 8/31/2005   | 78/704,673 |
| SKY RUNNER                 | US      | 11/13/2006  | 77/042,373 |
| XSCAPE                     | US      | 2/20/2006   | 78/819,059 |
| ZIP SLIDE                  | US      | 8/31/2005   | 78/704,194 |

### SCHEDULE C

# FOREIGN TRADEMARK REGISTRATIONS

| Trademark     | Country | Filing Date | Serial No. | Reg. Date | Reg. No. |
|---------------|---------|-------------|------------|-----------|----------|
| GAMETIME      | CTM     | 12/27/2000  | 2028425    | 10/7/2002 | 2026425  |
| SWING-N-SLIDE | Mexico  | 8/4/1994    | 207.505    | 5/21/1995 | 490,518  |

#### SCHEDULE D

### **FOREIGN TRADEMARK APPLICATIONS**

None.

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TRADEMARK REEL: 003521 FRAME: 0881

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SCHEDULE E

# TRADE NAMES

None.

**A-3** 

TRADEMARK REEL: 003521 FRAME: 0882

#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of February 21, 2007 ("Effective Date") by and between PlayCore IP Sub, Inc., a Delaware corporation ("Assignee"), and PlayCore Wisconsin, Inc. ("Assigner"). Assignee and Assignor are referred to collectively herein as the "Parties." Reference is hereby made to the Purchase Agreement by and among the Parties and certain other parties dated February 21, 2007, and all terms used in this Assignment and not defined herein shall be defined in the manner set forth in the Purchase Agreement.

WHEREAS, Assignor is the owner of the United States trademark registrations identified and set forth on Schedule A attached hereto, the United States applications for trademark registration identified and set forth on Schedule B attached hereto, the foreign trademark registrations identified and set forth on Schedule C attached hereto, the foreign applications for trademark registration identified and set forth on Schedule D attached hereto and the trade names identified and set forth on Schedule E attached hereto (together with any other Marks owned by Assignor, collectively, the "Trademarks");

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the right, title and interest in and to the Trademarks, together with the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, free and clear of any and all Liens other than the Released Liens, all right, title and interest in and to the Trademarks, for the United States and for all foreign countries and multinational jurisdictions, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated with any of the foregoing, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, and including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of any of the Trademarks, with the right to sue for, and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Commissioner of Patents and Trademarks and the corresponding government officers in all applicable jurisdictions to record Assignee as the assignee and owner of the Trademark.

Assignor hereby covenants and agrees that it will from time to time after delivery of this Assignment and without further consideration, execute and deliver such further instruments of conveyance and transfer and take such additional actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and

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REEL: 003521 FRAME: 0883

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assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), as the Assignee may reasonably request to effect, consummate, confirm or evidence the transactions contemplated in this Assignment and/or to assist the Assignee in preserving, registering, protecting, enforcing, recording or perfecting its rights in, to or under any of the Trademarks.

This Assignment shall be governed by and construed in accordance with the domestic law of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[END OF PAGE]
[SIGNATURE PAGE FOLLOWS]

2

TRADEMARK REEL: 003521 FRAME: 0884

#### SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

PLAYCORE IP SUB, INC.

Name: Richard E Ruegger

Title: CFO

PLAYCORE WISCONSIN, INC.

Name: Richard E Ruegger

Title: CFO

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TRADEMARK **REEL: 003521 FRAME: 0885** 

TRADEMARK

**REEL: 003575 FRAME: 0365** 

**RECORDED: 06/27/2007** 

**RECORDED: 04/02/2007**